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SECTION B - PRICES

B.1 PRICE PROTECTION (NOV 2001) CLAUSE # B-001

Contractor warrants and guarantees that the prices contained in this contract are the lowest available prices for the specific personnel, goods and/or services specified. If, during the six-month period before or after the issuance of this contract or purchase/delivery order, the Contractor sells or offers to sell comparable quantities of goods and/or services substantially similar to those purchased under this contract at lower prices or more favorable terms than those stated in this contract, the prices and/or terms of this contract shall be automatically revised to equal the lowest prices and most favorable terms. If the United States Mint becomes entitled to lower prices for any goods and/or services under this clause, the Contractor shall promptly refund the difference. If the Contractor does not promptly refund the difference, the United States Mint shall have the right to deduct or withhold payment under this contract or any other contract with the Contractor in effect at the time for the amount of difference.

B.2 PRICING CLAUSE # B-136

Table 1:

CLIN	Description	Location	Unit	Unit Price
1	Administrative Investigator	Washington, D.C.	Per Hour	
		Philadelphia, PA	Per Hour	
		Denver, CO	Per Hour	
		West Point, NY	Per Hour	
		San Francisco, CA	Per Hour	
		Fort Knox, KY	Per Hour	
2	Mailings		Per Mailing	
3	Travel			To be determined on a case by case basis. Prior approval by Contracting Officer's Technical Representative (COTR) required. To be billed in accordance with the FTR.

B.3 LABOR HOUR OR TIME AND MATERIAL CONTRACTS (NOV 2001) CLAUSE # B-101

Pricing. This is a contract with firm fixed-price hourly labor rates. All firm fixed-price, hourly labor rates shall include all direct labor costs, indirect and overhead costs, local travel and

commuting costs, and fees or profit. If task orders are issued under the contract, each task order shall include estimated levels of effort or work hours per Contractor employee or labor category/skill set. The United States Mint shall be invoiced monthly for only actual hours expended on United States Mint work. The Contractor shall never exceed the not-to-exceed dollar amounts established under this contract or any task order issued hereunder. Further, the Contractor shall notify the Contracting Officer when the costs the Contractor expects to incur under this contract, when added to all costs previously incurred, shall exceed 75% of the estimated cost specified in the contract or any task order issued hereunder.

Billable Hours. All work shall be performed in accordance with the Statement of Work. The Contractor shall only bill or invoice the United States Mint for employee hours actually spent performing work required by the Statement of Work. As such, the United States Mint shall not be billed for any holidays, sick leave, vacation leave, training, lunch periods or other breaks, or any other hours not spent specifically performing United States Mint required work. All Contractor invoices shall include the appropriate employee time sheets that must support the hours being billed for that month. Unless authorized in writing by the Contracting Officer, for onsite Contractor personnel the Contractor shall invoice for only those hours worked at the United States Mint premises. Additionally, no hours shall be billed to the United States Mint for labor categories or labor rates not included as part of the contract. The replacement of key Contractor personnel shall be made by formal contract modification signed by the United States Mint Contracting Officer. The United States Mint shall have the right to examine and audit the Contractor's records to verify costs claimed in accordance with United States Mint clause "Audit and Records".

Project Management Billable Hours. If a Contractor employee has been designated in this contract as a Project Manager, the Contractor shall not bill or invoice project management hours in excess of five hours per month without advance written authorization from the United States Mint COTR.

Materials. If this contract authorizes the purchase of supplies or materials, the contract shall include an estimated, non-funded ceiling (Not-To-Exceed dollar amount) for the cost of materials based upon United States Mint fiscal year(s). However, the Contractor shall not purchase materials under this contract without the written authorization of the Contracting Officer. Purchases of materials, if required, shall be funded on a case-by-case basis. All material costs shall be equal to or less than current commercial prices.

SECTION C - STATEMENT OF WORK/SPECIFICATIONS

C.1 BACKGROUND

The United States Mint was established by an Act of Congress on April 2, 1792, pursuant to Article I, Section 8 of the United States Constitution. The vision of the United States Mint is to embody the American spirit through the creation of our nation's coins and medals.

Our mission is stated as follows: The men and women of the United States Mint serve the nation by exclusively and efficiently creating the highest quality, most beautiful, and inspiring coins and medals that—

- Enable commerce
- Reflect American values
- Advance artistic excellence
- Educate the public by commemorating people, places, and events
- Fulfill retail demand for coins

Other responsibilities of the United States Mint include—

- Distributing U.S. coins to the Federal Reserve banks and branches
- Maintaining physical custody and protection of the Nation's gold and silver assets
- Producing proof and uncirculated coins, commemorative coins and medals for sale to the general public
- Manufacturing and selling platinum, gold and silver bullion coins
- Overseeing the production facilities at Philadelphia, West Point, Denver and San Francisco, as well as the U.S. Bullion Depository at Ft. Knox, KY
- Receiving, redeeming and processing mutilated coins

The United States Mint has headquarters facilities at 801 9th St., NW, and 799 9th Street, NW, Washington, DC, where administrative functions are performed; **in the last 3 years Headquarters has conducted 8 Administrative Investigations.** The United States Mint has field operations in the following locations—

- Denver, CO—produces circulating coins and some numismatic products, and stores gold and silver bullion; **in the last 3 years Denver has conducted 20 Administrative Investigations.**
- Philadelphia, PA—produces circulating coins and numismatic products; **in the last 3 years Philadelphia has conducted 2 Administrative Investigations.**
- San Francisco, CA—produces silver proof and clad numismatic coinage, and stores silver bullion; **in the last 3 years San Francisco has conducted 6 Administrative Investigations.**
- West Point, NY—stores precious metal bullion and produces gold, platinum, and silver coins and medallions; **in the last 3 years West Point has conducted 1 Administrative Investigations.**
- Ft. Knox, KY—oversees the U.S. Bullion Depository; **in the last 3 years Ft Knox has conducted 0 Administrative Investigations.**

C.2 GENERAL SCOPE

An administrative investigation is a formal, non-criminal inquiry into allegations of serious employee impropriety or employment-related events, incidents, or issues. It is used to conduct timely, thorough, well-documented, objective, and legally sufficient inquiries into matters involving serious allegations of misconduct or misfeasance, and will result in findings which are supported by relevant evidence and sufficient to take appropriate corrective actions. An administrative investigation is a systematic process for determining facts and documenting evidence about non-criminal matters of significant interest to the United States Mint. The conduct of prompt, complete, objective, and fair administrative investigations is vital to the United States Mint. A properly conducted administrative investigation serves to protect the agency's interests, the interests of witnesses and, most importantly, the interests of any individual against whom an allegation has been made.

If an authorized appointing official (i.e., United States Mint executives, Deputy Associate Directors, Assistant Directors, and Plant Managers) determines that an administrative investigation is warranted, he or she will appoint an authorized investigating official to conduct the investigation.

C.3 OBJECTIVE

To have contracts in place to conduct administrative investigations in each of the United States Mint facilities.

C.4 SCOPE OF WORK

Primary Duties

The primary duties of the contracted investigator are as follows:

- a. To obtain and consider the evidence on all sides of an issue.
- b. To be thorough and impartial.
- c. To conduct in-person interview
- d. Types hand scribed notes from interview discussions.
- e. To make findings warranted by the facts and comply with any additional instructions of the appointing official.
- f. To report the findings to the appointing official.

Deliverables

- The administrative investigation will be conducted in accordance with United States Mint-wide Policy Memorandum, DIR-24, Administrative Investigations and the *United States Mint Guide to Administrative Investigations*.
- The contracted investigator will provide the appointing official with a timetable for the investigation, an investigative plan that consists of an understanding of the facts required to support a conclusion, and a strategy for obtaining evidence (this should include a list of potential witnesses and a plan for when each witness will be interviewed, **preferably in-person**). Upon conclusion of the administrative investigation, a written report of investigation will be presented to the appointing

official within 20 days of the last person interviewed.. The report of investigation must include sufficient documentation to convince the appointing authority and others that may review the investigation that the evidence supports the finding. The requirement for sufficient evidence applies equally, regardless of whether the investigating official ultimately determines that the allegations are founded, or that no fault, loss, or wrongdoing occurred. The report will include a narrative, chronology of the actions and conditions that led to the alleged misconduct or misfeasance under investigation, findings, documentary and physical evidence, signed witness statements and exhibits.

- The report should not recommend a penalty.

C.5 TRAVEL

Travel may be necessary when witnesses are not assigned to the same facility where the alleged misconduct or misfeasance under investigation took place. Additional reimbursement for travel expenses will be authorized only when it is necessary for the contracted investigator to travel outside of the commuting area where the investigation is taking place to interview witnesses or to collect evidence in person. When travel is necessary it must first be approved by the Contracting Officer's Technical Representative (COTR) in advance. The contracted investigator is expected to incur expenses prudently. Excessive or lavish travel expenses will not be reimbursed. Travel will be reimbursed according to Federal Travel Regulations (FTR).

As government per diem rates are revised in the FTR, the new rates will automatically be effective on the date of the revision. If additional expenses are needed, they must be justified and approved by the COTR. If you cannot obtain a hard copy or access the FTR, contact the Contracting Officer for assistance.

C.6 CONTRACT AWARD

The United State Mint intends to award an Indefinite Delivery Indefinite Quantity Contract to 1-3 awardees for Headquarters and each facility for a term ending December 31, 2014.

C.7 ORDERING PROCEDURE

Contractors selected for award under this contract will be awarded Task Orders on an equitable basis providing a contractor's Task Order performance remains acceptable.

SECTION D - PACKAGING AND MARKING
(SECTION D INTENTIONALLY LEFT BLANK)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE - GENERAL (DEC 2001) CLAUSE # E-013

- (a) The United States Mint shall have the right to inspect the work being performed under this contract at any time. Such inspections are for the sole benefit of the United States Mint and do not relieve the Contractor of any requirement under this contract.
- (b) Any work found not to be in compliance with the contract, and/or task order(s), shall be corrected by the Contractor at no additional cost to the United States Mint or an appropriate price reduction shall be taken.
- (c) Inspection of the work shall be made as soon as practicable after completion of the work and subsequent acceptance shall be final except for latent defects, fraud, gross mistakes amounting to fraud or the United States Mint's rights under warranty.
- (d) Failure to agree with any decision by the Contracting Officer under this clause shall not excuse the Contractor from continuing work under this contract pending resolution of the issue. Failure to proceed in this manner will constitute a breach of the contract.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TERM (JAN 1996) CLAUSE # F-017

The United States Mint anticipates awards a 5 year contract beginning from date of award and ending 5 years thereafter.

F.2 PLACE OF PERFORMANCE (JAN 1996) CLAUSE # F-019 (VAR)

Performance shall be determined by the Task Order.

F.3 TASK ORDER DELIVERY SCHEDULE (JAN 1996) CLAUSE # F-023

Each Task Order shall include the performance schedule and describe the work to be performed at/or for the United States Mint facility designated above.

F.4 WORKING HOURS AND HOLIDAYS (FEB 2000) CLAUSE # F-029

(a) The normal working hours are between 7:00 a.m. and 5:30 p.m., Monday through Friday. Working hours outside normal hours must have the written advance approval of the COTR.

(b) Except as approved by the COTR in writing, in advance, work shall not be performed on Federal holidays: New Years Day, Martin Luther Kings Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas Day.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICING (JUL 1999) CLAUSE # G-034

The Contractor shall invoice monthly for work performed under this contract or delivery/task order. Payment shall be made at prices stipulated in this contract less any deductions provided for. No partial payments are authorized.

G.2 ORDERING (OCT 1997) CLAUSE # G-036

This is an indefinite quantity contract. Delivery or performance shall be made only as authorized by delivery orders or task orders issued by a United States Mint Contracting Officer. All delivery orders or task orders are subject to the terms and conditions of this contract.

G.3 TRAVEL (DEC 1999) CLAUSE # G-040

All travel shall be pre-approved by the COTR. Travel invoices shall be submitted separately with back-up documentation provided, to include a completed form, United States Mint Contractor Travel Voucher (Attachment G-1) for each traveler, receipts as indicated below, and the original United States Mint Travel Authorization (if applicable). The Voucher shall indicate the purpose of the trip and reference the associated contract deliverable. Except for meals and incidental expenses, all travel shall be reimbursed at the actual expense rate. Indirect costs associated with travel expenses shall not be reimbursed. Contractors shall obtain government rates whenever available and should obtain an agency letter of identification from the Contracting Officer to assist them in that regard. When government rates are not available, the Contractor shall so indicate on their travel invoice.

Contractors are expected to incur expenses prudently. Excessive or lavish travel expenses shall not be reimbursed. Below are some guidelines to prevent the incurrence of unacceptable travel expenses:

1. Coach class transportation tickets should be purchased. Receipts are required. The lowest discounted tickets available should be purchased that shall allow accomplishment of the United States Mints mission.
2. Local transportation is encouraged, where applicable, i.e., metro rail, hotel shuttle, etc.
3. Receipts are required for all lodging costs, regardless of amount. Actual hotel costs shall be reimbursed up to the government maximum lodging amount for city as indicated in the Federal Travel Regulation. Standard hotel rooms should be purchased. Lodging cost shall not be allowed for stays with friends and/or relatives.
4. Receipts are not required for meals. Meals and incidental expenses (M&IE) shall be reimbursed at the government M&IE rate as indicated in the Federal Travel Regulation, limited to 3/4 rate for first and last day of travel.
5. Receipts are required for any miscellaneous expense over \$75, i.e., taxi, phone calls, fax services, copier costs, rental of meeting room space, etc.
6. Non business-related activities shall not be reimbursed, i.e., movies in hotel rooms, personal phone calls, sight seeing ventures, transportation to night time activities or events, etc.
7. Tips should not exceed 15% of the cost for taxis, etc.

Note: As government per diem rates are revised in the Federal Travel Regulation, the new rates shall automatically be effective on the date of the revision. If additional expenses are

needed, they must be justified, supported by receipts where applicable, and approved by the COTR. If you cannot obtain a hard copy or access a Website for the Federal Travel Regulation (FTR), contact the Contracting Officer for assistance.

G.4 REFUNDS (OCT 1997) CLAUSE # G-042

The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits including any interest (United States Mint Form 7510/7511) in form and substance satisfactory to the Contracting Officer (Attachment G-3).

G.5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 1999) CLAUSE # G-103

The Contracting Officer's Technical Representative (COTR) for this contract is: TBD.

(a) COTR LIMITATIONS: Performance of the work under this contract shall be subject to the technical direction of the COTR. Technical direction shall be issued in writing by the COTR with a copy to the Contracting Officer and must be within the specifications/scope of work as described in Section C. The COTR does not have the authority to, and may not issue any technical direction which: (1) constitutes an assignment of additional work outside the existing specifications/scope of work; (2) constitutes a change; (3) in any manner causes an increase or decrease in the total contract cost, the fixed fee (if any), or the time required for contract performance; (4) changes any of the expressed terms, conditions, or specifications of the contract; or (5) interferes with the Contractor's right to perform the terms and conditions of the contract.

(b) TECHNICAL DIRECTION. The term "technical direction" is defined to include the following:

(1) Directions to the Contractor which direct the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description; and,

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, products and technical information to be delivered by the Contractor to the Government under the contract.

G.6 CONTRACTOR CONTACT (MAR 1998) CLAUSE # G-107

The person listed below has been designated by the Contractor as the person whom the United States Mint may contact during the period of the contract for prompt action on matters pertaining to administration of the contract including negotiation of any proposed changes. This person shall also be responsible for distributing Smoking and other site-specific policies to all Contractor employees working at a United States Mint facility and shall serve as the point of contact regarding non-compliance with United States Mint policies.

Name: To be filled in by contractor
Title: To be filled in by contractor
Address: To be filled in by contractor

Tel. No.: To be filled in by contractor
Fax No.: To be filled in by contractor
E-Mail Address: To be filled in by contractor

G.7 PAYMENT (OCT 2004) CLAUSE # G-108

(a) PAYMENT DUE DATE. The due date for making payments shall be 30 calendar days after the later of: 1) Date designated paying office has received a proper invoice (see para. c. Invoice Content) or 2) Date United States Mint has accepted goods or services. If delivered goods or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of corrected goods or services. PAYMENT SHALL BE CONSIDERED AS BEING MADE ON THE DATE OF AN ELECTRONIC FUNDS TRANSFER.

(b) BILLING INSTRUCTIONS. The Contractor shall submit an electronic invoice to:

To be provided at award.

If submitting invoices electronically is not possible, the Contractor shall submit an original invoice to the following paying office:

To be provided at award.

Additionally, the Contractor shall send one copy of the invoice directly to the COTR.

(c) INVOICE CONTENT. A proper invoice shall include the following: Name and address of the Contractor; taxpayer identification number (TIN); invoice date; contract number or other authorization (including delivery/task order number and contract line item number); description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed; shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms); name of payee, telephone number and address where payment is to be sent; name, telephone number and address of person to be notified in the event of a defective invoice; and any other documentation required by the contract. An invoice that does not include the minimum elements set forth herein or contains incorrect information is considered defective and shall be returned to the Contractor.

(d) PAYMENT METHOD. All payments shall be made by electronic funds transfer. The Contractor shall be registered in the Central Contractor Registration (CCR) database, per clause I-122, Required Central Contractor Registration - New Contracts. Electronic payment information shall be downloaded from the CCR. Payments shall only be issued when the Contractor's CCR record is current. Invoices shall be returned to the Contractor without payment if the Contractor's CCR record has expired.

(e) INTEREST. Any and all amounts that become payable to either of the parties to this contract shall be subject to interest at the rate determined by the U.S. Treasury under the procedures of the Prompt Payment Act (31 U.S.C. 3901-6 et. seq.) or the Debt Collection Act (31 U.S.C. 3701 et. seq.). Interest penalties are not required on payment delays due to

defective invoices.

G.8 CORRESPONDENCE PROCEDURES (JAN 1996) CLAUSE # G-109

- a) Technical correspondence shall be sent to the COTR, with an information copy furnished to the Contracting Officer.
- b) All other correspondence shall be sent to the Contracting Officer, with an information copy to the COTR. The United States Mint contract number, task or delivery order number and/or modification number shall be included on all correspondence, information, forms, reports, invoices, etc., relating to this contract.

G.9 CONTRACT CLOSEOUT (FEB 1997) CLAUSE # G-110

It is the United States Mints intention to close out contracts as soon as possible after completion of all deliverables and expiration of any warranty period. Accordingly, upon completion of the contract, the Contractor shall sign a release (United States Mint Form 7510/7511) discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract. Failure to provide, or take exception to, the release within 30 calendar days of final payment shall constitute Contractors release of and from all liabilities, obligations, and claims arising out of or under this contract.

SECTION H - SECURITY REQUIREMENTS

H.1 SECURITY PROCEDURES FOR CONTRACTOR EMPLOYEES (DEC 2003) CLAUSE # H-044

Contractor employees, representatives and /or subcontractors may not gain access to United States Mint premises until each such person has successfully undergone a security investigation as set forth herein. For the purposes of security procedures and regulations, the same requirements apply to subcontractors as to the prime contractors except that all documents shall flow from and to the prime contractors.

(a) General. Contractor employees and/or subcontractor personnel, while on United States Mint premises, shall be subject to and abide by all safety and security regulations of the United States Mint and shall be required to meet the same personnel security background requirements as United States Mint employees as defined in United States Mint Directive 10B-2, Personnel Security Clearance for United States Mint Employees. A copy of the United States Mint Directive is available from the Contracting Officer upon request. All Contractor employees must be U.S. citizens or have lawful permanent resident alien status. For U.S. citizens, required proof of citizenship is a Birth Certificate, Certificate of Birth Abroad, or Certificate of Naturalization. For lawful permanent resident aliens, required proof of status is a Permanent Resident Card (Green Card). Waivers to this requirement may be approved only on a case-by-case basis and only by the Treasury Director of Security.

(b) Pre-Work Clearance. Before any Contractor employee may perform work in a United States Mint facility, the United States Mint Police must approve a pre-work clearance based on: (1) a favorable response from a person's current and former employers as investigated by the Contractor and certified by the United States Mint; and, (2) A clear security check to be conducted by the United States Mint Police.

(c) Investigative Requirements.

1. Contractor personnel and/or subcontractor personnel performing tasks at the United States Mint which are NOT expected to exceed 60 days shall complete:

- "Request for Pre-Appointment Investigation Waiver", MF 5009

All information on the form must be complete, current and correct. If the security check discloses unfavorable information, the applicant must independently complete a "Questionnaire for Public Trust Positions" form, and be favorably adjudicated prior to assuming a contracted position at the United States Mint.

- Department of Treasury PIV Request Form (only if the Contractor shall be working on-site or have access to United States Mint systems)

2. Contractor personnel and/or subcontractor personnel expected to exceed 60 days shall complete the above forms as well as:

- Resume, Curriculum Vitae, or OF612 (Optional Application for Federal Employment)
- Notarized copy of U.S. Naturalization Forms (Only current, naturalized U.S. citizens born

outside the U.S. must provide this.)

- Fair Credit Report form
- Reference Check form (to be completed by employer)

In addition, if work to be performed is sensitive (e.g. with access to internal or confidential data or systems, such as computer programmers, ad agencies, consultants, etc.) personnel shall be subject to a post-work National Agency Check and Inquiry (NACI) investigation. Within thirty days prior to the date of scheduled admittance of a Contractor employee and/or subcontractor employee to the United States Mint for the purpose of performing under the contract, the Contractor shall provide the Contracting Officer the following for each employee:

- "Questionnaire for Public Trust Positions", SF-85P

3. A Contractor or subcontractor employee who has previously undergone the United States Mint Police NACI investigation within the preceding twelve months may perform under a contract at the United States Mint for up to one year without being subject to further investigative requirements provided no record is found as a result of a police check and the Contractor certifies a pre-work vouching of the incumbent's current and former employers. The Contracting Officer shall notify the Contractor of those employees whose security clearances require no further action.

(d) Protection of Security Records - The information resulting from security investigations conducted on Contractor/subcontractor employees shall be adequately safeguarded to protect the interest of the Contractor, the individual employee and the United States Mint. This information shall not be released to anyone without the approval of the United States Mint Police. Requests relative to approval shall be directed to the Contracting Officer.

(e) Non-Disclosure of Information - The Contractor shall ensure that Contractor/subcontractor employees do not disclose any information obtained during performance of the contract without prior written request and Contracting Officer approval, as this information is considered proprietary to the United States Mint.

(f) United States Mint-Issued Identification

(1) During the course of performing the work required under the contract, security measures may include the issuance of a picture identification badge to a Contractor employee for the purpose of gaining daily access to United States Mint premises. Badges shall be visible at all times.

Upon the date of termination of United States Mint services by a Contractor employee possessing a United States Mint-issued identification badge, the Contractor shall ensure that the United States Mint badge is surrendered to the United States Mint COTR. The United States Mint shall retain \$15.00 of monies due under the contract for each individual Contractor employee badge that is not surrendered to the United States Mint COTR.

(2) The United States Mint Police may, as deemed appropriate, authorize, deny and/or terminate temporary clearances to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance shall follow as a result or condition thereof, and the granting of either temporary or full

clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the United States Mint.

(3) Furthermore, a security clearance granted by the United States Mint to a Contractor employee is intended to be effective for the duration of the employee's performance at the United States Mint and is not necessarily transferable to other Government agencies or to private corporations.

H.2 SECURITY INGRESS/EGRESS (FEB 2000) CLAUSE # H-045

At United States Mint manufacturing/depository facilities:

(a) When access to the building is required, ingress and egress for working personnel should not exceed 10 minutes per day. Contractor employees cannot take coins into or out of the building. Before exiting the building, Contractor employees shall be required to surrender personal items such as cigarette packages, belt buckles, shoes, metallic objects, etc. for x-ray inspection. All personnel are required to pass a metal detection inspection upon leaving the building.

(b) All Contractor personnel shall be under the observation of United States Mint personnel at all times while at the United States Mint. Any worker being added to the Contractor's work force who shall need access to United States Mint property must be processed through and receive a clearance from the United States Mint Police before working on United States Mint property. Contractor personnel shall not be authorized to escort any visitors.

(c) It shall be the Contractor's responsibility, through the COTR, to obtain access to buildings and arrange for the building to be opened and closed.

H.3 PASSES AND BADGES (AUG 1997) CLAUSE # H-046

While on United States Mint premises, each Contractor employee shall wear a Contractor furnished identification badge. The badge shall be visible at all times and reflect, as a minimum, the person's name and company name.

H.4 NON-DISCLOSURE AGREEMENT (MAR 1999) CLAUSE # H-047

The Contractor shall complete, and require their employees and subcontractors to complete, applicable United States Mint Non-Disclosure Agreements prior to obtaining access to any sensitive United States Mint information or systems, including the United States Mint Mailing List, contract documents, accounting records, personnel records, automated systems, plans/drawings, etc.

H.5 SENSITIVE INFORMATION (MAR 2004) CLAUSE # H-130

Unless otherwise noted in writing, all United States Mint information related to performance of this contract shall be considered Sensitive Unclassified (sensitive).

Sensitive information is defined in Public Law 100-235, The Computer Act of 1987, January 8, 1988. In addition, Department of Treasury sensitive information includes trade secret or confidential information protected by Section 1905 of Title 18, U.S.C. (The Trade Secrets Act). All information designated Limited Official Use is considered sensitive information.

Public release of any United States Mint/ Department of Treasury information received or generated by the Contractor is not permitted without prior approval by the Contracting Officer and the Assistant Director for the Office of Information Security.

H.6 CONFIDENTIALITY (MAR 2004) CLAUSE # H-134

The preliminary and final deliverables for all associated working papers, documents and other material identified by the United States Mint that have been generated by the Contractor in the performance of this contract are the property of the United States Mint and must be submitted to the COTR at the conclusion of the contract.

These deliverables, working papers and documents cannot be reproduced or retained by the Contractor. Any requests for release of this information by the Contractor shall be pre-approved, in writing, by the Contracting Officer and the Assistant Director for Information Security.

H.7 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2005) CLAUSE # H-135

- (a) The Contractor shall comply with United States Mint personal identity verification procedures that implement HSPD-12, OMB guidance M-05-24, and FIPS Pub 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a United States Mint-controlled facility or access to a United States Mint information system.

SECTION I - CONTRACT CLAUSES AND GENERAL PROVISIONS

I.1 TERMINATION - LABOR HOUR CONTRACT (JUL 2000) CLAUSE # I-049

The United States Mint may terminate the contract, in whole or in part, when 1) it is in the best interest of the United States Mint, 2) the Contractor fails to perform, 3) the Contractor fails to make timely delivery of any deliverable, 4) the Contractor fails to meet inspection standards, or 5) the Contractor fails to make adequate progress so as to endanger performance of the contract. If this contract is terminated, the United States Mint shall be liable only for the contract price for completed supplies/services delivered and accepted. If termination is due to Contractor failure, the United States Mint may assess damages including reasonable re-procurement costs against the Contractor.

I.2 KEY PERSONNEL (SEP 1998) CLAUSE # I-057

The personnel listed below are considered to be essential to the work being performed on this contract. Continuity is also critical to successful completion of this contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. In the event substitution becomes necessary (due to employee's departure from the company or extended illness of more than 10 days), the United States Mint may require that replacement personnel be provided. The Contractor must demonstrate that the qualifications of prospective substitute personnel are at least equal to those of the personnel being replaced. The United States Mint reserves the right to disapprove the proposed substitutes and to renegotiate the contract price/rates downward.

I.3 SCHEDULING AND EXECUTION OF WORK (MAR 1996) CLAUSE # I-065

The United States Mint is a manufacturing facility dedicated to the production of U.S. coinage. All work to be performed under this contract must be scheduled and executed to ensure that coinage manufacturing is not disrupted. Under no conditions shall a disruption of production operations be allowed under this contract.

I.4 SMOKING AND OTHER MINT-SPECIFIC POLICIES (FEB 1998) CLAUSE # I-086

Contractor employees shall abide by the same rules of behavior as United States Mint employees while on United States Mint premises. This includes, but is not limited to, compliance with: smoking policies; general housekeeping requirements (keeping worksite areas clean); safety requirements (use of barricades, warning tape, etc. to warn employees of potential overhead dangers and use of welding screens to prevent employees from looking at welding arcs); and waste disposal requirements. Prior to any work being performed on-site, a post-award meeting or conference call as determined by the Contracting Officer, shall be held with the Contractor to discuss these and other policies.

I.5 TERMINATION OF CONTRACTOR EMPLOYEES (AUG 1998) CLAUSE # I-091

The United States Mint reserves the right to reject and request the removal of a Contractor employee at any time, and without advance notice, when it determines the Contractor employee does not meet the requirements of the United States Mint or possess the necessary skills to

perform the required tasks. This may include, but not be limited to instances where the Contractor employee becomes ill, exhibits insubordinate or other types of inappropriate behavior, abandons the job or otherwise fails to work in a timely and professional manner as determined by the United States Mint. At the United States Mints option, the Contractor may either be required to provide a timely replacement Contractor employee acceptable to the United States Mint or a portion or all of the contract may be terminated. In no event shall the United States Mint incur any financial obligation as a result of such termination in excess of the contract price for services rendered up to the date of termination.

I.6 EXCUSABLE DELAYS (APR 2000) CLAUSE # I-095

The Contractor shall not be denied a written extension of time in the event of extraordinary causes beyond its reasonable control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of god or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather which could not reasonably be anticipated by the Contractor and that is abnormal to the area in which the work is being performed. In each instance, the failure to perform must be beyond the control and without fault or negligence of the Contractor.

I.7 NON-COMPETITION AGREEMENTS (DEC 2000) CLAUSE # I-097

The Contractor shall not include in its subcontracts any clause or other language which would restrict such subcontractor from doing business directly or indirectly with the United States Mint nor shall the Contractor assign personnel to work on this contract that are subject to non-compete agreements relating to work performed on this contract.

I.8 INTERRELATIONSHIPS OF CONTRACTORS (AUG 2001) CLAUSE # I-098

The United States Mint may enter into other related contracts separate from the work to be performed under this contract, yet having links and interfaces to this contract. The Contractor may be required to coordinate with other such Contractor(s) through the cognizant CO and/or designated representative in providing suitable, non-conflicting technical and/or management interfaces and in avoidance of duplication of effort. Information on deliverables provided under related contracts may, at the discretion of the United States Mint, be provided to various Contractor(s) for coordination purposes, provided appropriate Non-Disclosure Agreements are in place.

I.9 AUDIT AND RECORDS (JUN 1999) CLAUSE # I-106

The Contracting Officer or authorized representatives of the Contracting Officer shall have the right to examine and audit all of the Contractors books, records, documents, and other data, including computations and projections related to proposing, negotiating, pricing or performing the contract or any modification, in order to evaluate the cost or pricing data submitted. In addition, the above persons shall have the right to examine and audit books, records documents and other evidence and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. The Contractor shall make available at its office at all reasonable times these records and other evidence for examination, audit or reproduction until 3 years after final payment under this contract. This right of audit shall also apply to any subcontracts at the discretion of the Contracting Officer.

I.10 ADDITIONAL COMPENSATION (MAY 2000) CLAUSE # I-111

The Contractors compensation of its staff is set by the Contractor, but the Contractor agrees to permit its staff to accept non-monetary United States Mint-related products, which may on occasion be awarded by the United States Mint in recognition of quality work, as additional compensation. Items shall be funded under the United States Mints promotional expense authority. Such recognition is at the sole discretion of the United States Mint and, in no way, grants the Contractor or its staff the right to any other compensation or benefits that are only available to United States Mint employees. The Contractor agrees to require its staff to annually sign a waiver of claim to Federal United States Mint employee benefits, including but not limited to Federal workmens compensation, health benefits and retirement benefits. The United States Mint reserves the right to reject Contractor staff who do not sign the waiver and require replacement staff acceptable to the United States Mint.

I.11 TAX EXEMPTION (DEC 2000) CLAUSE # I-120

The Contract price is exclusive of all federal, state, and local taxes and duties. The Contractor shall diligently seek exemption from state and local taxing entities and the United States Mint agrees to provide evidence necessary to sustain such an exemption. If the request is denied, the Contractor shall provide request and denial documentation to the United States Mint and the contract price shall be adjusted to include applicable taxes.

I.12 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAY, 2003) CLAUSE # I-122

(a) Offerors shall be registered in the CCR database prior to contract award, during performance, through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(1) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which shall be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

Failure to register in the CCR database shall render an offeror ineligible for award of a United States Mint contract.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one for CCR use. Dun and Bradstreet may be reached at 1-800-333-0505 or via the Internet at <http://www.dnb.com>.

(c) The Contractor is responsible, during performance and through final payment, for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the United States Mints reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate, and complete. Updating information in CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) The Contractor shall not change the name or address for electronic funds transfer (EFT) payments or manual payments as appropriate in the CCR record to reflect an assignee for the

purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor shall be considered to be incorrect information.

(e) Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-877-352-2255.

I.13 INITIATION OF UNITED STATES MINT'S DISASTER RECOVERY PLAN (JUL 2004) **CLAUSE # I-135**

In the event that the United States Mint implements the "United States Mint Disaster Recovery Plan", due to an actual emergency as declared by the United States Mint, the Senior United States Mint Office of the Chief Information Officer government employee present at the recovery site shall assume the duties and functions and act as the Contracting Officer's Technical Representative (COTR) under this contract for the duration of the disaster. Once the disaster is declared over, the COTR duties shall revert back to the person named in the Contracting Officer's Technical Representative (COTR) clause of this contract. This clause does not apply to disaster recovery exercises or disaster planning exercises.

I.14 AGREEMENT REGARDING POTENTIAL CONFLICTS OF INTEREST (NOV 2004) **CLAUSE # I-136**

The Contractor acknowledges and agrees that due to potential organizational conflicts of interest, performance of certain contract-required work may result in the Contractor's ineligibility to compete, as either a prime Contractor or subcontractor, for future United States Mint contracts. Contract-required work that could result in the Contractor's inability, and its subcontractors' inability, to compete for future United States Mint contracts includes, but is not limited to:

- a) Contractor's performance of or assistance in technical evaluations (e.g., of proposals received by the United States Mint or otherwise);
- b) Contractor's knowledge of information and future requirements including budgetary and other sensitive internal data normally not available to offerors responding to solicitations issued by the United States Mint;
- c) Contractor's review of or assistance with statements of work or related documents to be used in future solicitations issued by the United States Mint; and,
- d) Contractor's technical or other input with respect to potential requirements, statements of work, or other documents to be used in future solicitations issued by the United States Mint.

The Contractor agrees that subject to the review of the responsible United States Mint Contracting Officer, it may be ineligible for future prime contract or subcontract awards based upon specific work performed under this contract. If a potential conflict exists, the Contractor shall notify the responsible Contracting Officer prior to responding to solicitations issued by the United States Mint regarding its ability to compete under each future solicitation. This notification shall include all relevant factual and background information as needed for the Contracting Officer to make a determination regarding any conflicts. If a conflict is found to be minor or inconsequential, the Contracting Officer or Assistant Director for Procurement may

grant a waiver, allowing the Contractor to respond to the solicitation. In addition, the Contracting Officer or Assistant Director for Procurement may grant a partial waiver for certain tasks under a solicitation with regards to the conflict rather than a waiver for the entire requirement.

The Contractor shall place a clause in all subcontracts under its United States Mint prime contract that serves to place all requirements herein upon all of its subcontractors. The requirements of this agreement shall remain effective for a period of two years from the performance of the work that caused the Contractor to become ineligible for specific future work.

I.15 NOTICE REGARDING INAPPLICABILITY OF LAWS GOVERNING PROCUREMENT OR PUBLIC CONTRACTS (MAR 2003) CLAUSE # GP-1

This is a contract for goods or services necessary for carrying out the programs or operations of the United States Mint. Provisions of law governing procurement or public contracts shall not be applicable to the procurement of goods or services necessary for carrying out Mint programs and operations. See 31 U.S.C. § 5136.

I.16 CHANGES (OCT 1998) CLAUSE # GP-2

The Contracting Officer may at any time, by written order, make unilateral changes to the contract including orders to stop work. The Contractor may request an equitable adjustment if such change impacts on the cost or period of performance and if such request is made within 30 days from date of receipt of the written order.

I.17 DISPUTES (MAY 1999) CLAUSE # GP-3

Failure to agree on any issue under the contract shall constitute a Dispute to be resolved under this clause. If the parties cannot reach an agreement after diligently pursuing a solution through negotiations, the Contractor shall submit a written claim to the Contracting Officer stating the relief sought and requesting a written decision. The Contracting Officer shall make a decision in writing within 90 days of the filing of the claim or notify the Contractor of the date by which the decision shall be made. The decision of the Contracting Officer shall be binding unless the Contractor submits an appeal to the United States Mint CFO within thirty days of receipt of the Contracting Officers decision. The decision of the CFO shall be final and binding on the parties. The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract, and comply with any decision of the Contracting Officer.

I.18 ENTIRE AGREEMENT (APR 1996) CLAUSE # GP-4

This represents the entire agreement between the parties. Any previous understandings, proposals, representations, etc., whether oral or written, are superseded in their entirety by this contract.

I.19 GOVERNING LAW (NOV 1996) CLAUSE # GP-5

This Agreement shall be governed by and construed in accordance with applicable federal law.

I.20 INDEMNITY (SEP 1997) CLAUSE # GP-6

Contractor shall indemnify the U.S. Government, the United States Mint and its officers, employees and Contractors from and against any and all liabilities, injuries, damages, settlements, royalties, penalties and fines and other losses of every kind incurred in connection with any claims, assertions, threatened or filed actions, suits, investigations or proceedings concerning or resulting from any alleged or actual violation(s) of: a) any breach or alleged breach of any warranty, representation or obligation in this contract or any delivery order; b) any alleged or actual infringement of any copyright, trademark, patent or any other established intellectual property right; c) any alleged or actual violation of any federal, or state law, rule, or regulation or order; and d) any alleged or actual death of or injury to any person, damage to any property or any other damage or loss claimed to be caused in whole or part from the Contractors negligence or any actual or alleged defect in the goods and/or services provided under this contract.

I.21 MINT APPROVAL (NOV 1996) CLAUSE # GP-7

For the purposes of this Agreement, any requirement for approval of the United States Mint shall be read to require written approval by the authorized Contracting Officer.

I.22 PERMITS (AUG 1998) CLAUSE # GP-8

The Contractor shall, without additional cost to the United States Mint, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of work by the Contractor or any subcontractor under the contract including all applicable safety and health regulations.

I.23 PUBLICITY (MAR 1996) CLAUSE # GP-9

Publicity and news releases in connection with this contract shall not be made by the Contractor unless prior written approval has been obtained from the Contracting Officer.

I.24 REMEDIES NOT EXCLUSIVE (FEB 1997) CLAUSE # GP-10

The rights and remedies of the parties provided in the Agreement are cumulative and not exclusive and are in addition to any other rights and remedies provided by law.

I.25 RIGHTS IN DATA (JUL 1999) CLAUSE # GP-11

a) All materials, data, software and creative work (Work Product) created, generated or commissioned directly under this contract shall become the property of the United States Mint. Contractor hereby assigns all rights, title and interest to the United States Mint in any and all Work Product produced or created under this contract and all drafts thereof, including all worldwide copyright ownership rights in such Work Product. Contractor certifies and warrants that any Work Product created or produced under this contract shall be an original work and not a reproduction of any copyrighted or trademarked work.

b) Contractor agrees to insert this clause in any contract with any sub-Contractor performing work under this contract. If the sub-Contractor refuses to accept this clause, the Contractor shall promptly notify the Contracting Officer and shall not proceed with sub-contract award. Failure to comply with the requirements of this clause shall be a material breach of the contract.

c) Notwithstanding any provisions to the contrary contained in any standard commercial license or lease agreement pertaining to any copyrighted commercially available computer software delivered under this contract, the parties agree that the provisions of this contract shall control.

I.26 SEVERABILITY (NOV 1996) CLAUSE # GP-12

If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

I.27 STANDARD OF PERFORMANCE (NOV 1996) CLAUSE # GP-13

Contractor agrees to at all times act in good faith and in the best interests of the United States Mint and agrees to use its best efforts in performing its duties under this Contract.

I.28 SURVIVAL (NOV 1996) CLAUSE # GP-14

The covenants contained in this Agreement which, by their terms, require their performance after the Expiration or Termination of this Agreement shall be enforceable notwithstanding the Expiration or other Termination of this Agreement.

I.29 TERMINATION (APR 2000) CLAUSE # GP-15

The United States Mint may terminate the contract, in whole or in part, when 1) it is in the best interest of the United States Mint, 2) the Contractor fails to perform, 3) the Contractor fails to make timely delivery of any deliverable, 4) the Contractor fails to meet inspection standards, or 5) the Contractor fails to make adequate progress so as to endanger performance of the contract. If this contract is terminated, the United States Mint shall be liable only for the contract price for completed supplies/services delivered and accepted unless the contract is terminated in the best interest of the United States Mint. If the contract is terminated in the best interest of the United States Mint, the United States Mint shall be liable for the contract price for completed supplies/services delivered and accepted and for the reasonable costs incurred by the Contractor in good faith resulting from the termination. Such costs shall not include any lost profit, special or consequential damages and shall be limited to the contract price less any amounts previously paid by the United States Mint under the contract. If termination is due to Contractor failure, the United States Mint may assess damages including reasonable re-procurement costs against the Contractor.

I.30 TIME IS OF THE ESSENCE (NOV 1996) CLAUSE # GP-16

Time is of the essence in Contractors performance of its duties under this contract. A Contractor's failure to meet applicable deadlines, unless it has obtained a written extension of time from the United States Mint, shall constitute a material breach of this contract.

I.31 TRADEMARK USE (APR 1999) CLAUSE # GP-17

The Contractor shall obtain the United States Mint's written permission prior to any use of the United States Mint's trademarks and/or logos in any Contractor product, publication, sales or

marketing materials. The United States Mints trademarks include, but are not limited to, the name of the United States Mint, the United States Mint seal, and the United States Mint's 50 State Quarter trademarks and graphic logo. If permission is granted, Contractor agrees to submit all materials utilizing any United States Mint trademark to the United States Mint for prior written approval before publication or use. Contractor agrees to follow any applicable United States Mint style guidelines for such use. The Contractor recognizes the great value of the United States United States Mint's trademarks, service marks and other intellectual property, and acknowledges that such marks have secondary meaning and associated good will, that breach of any of the provisions of this paragraph risks irreparable harm to the United States Mint for which there may be no adequate remedy at law, and that in such event the United States Mint shall be entitled to equitable relief in the form of an injunction and such other relief as may be available at law or in equity.

I.32 WAIVER (NOV 1996) CLAUSE # GP-18

Neither partys waiver of the others breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.

I.33 WARRANTIES AND REPRESENTATIONS (AUG 2000) CLAUSE # GP-19

a) In addition to any standard commercial warranty provided by the Contractor, Contractor warrants that the goods and/or services comply with all requirements of this contract and are free from defects in workmanship for a period of three years after acceptance. Latent defects shall be corrected by the Contractor, notwithstanding the period of the warranty. Failure of the Contractor to correct latent defects shall entitle the United States Mint to correct the latent defect or replace the equipment or supplies and charge the Contractor accordingly.

b) Contractor warrants and represents that all information provided by the Contractor to the United States Mint is and shall be true and correct. Contractor further warrants and represents the goods and/or services delivered do not infringe upon any copyright, trademark or patent right found in Federal or state law and that all goods and/or services delivered or provided under this contract were manufactured or provided in compliance with United States law and regulations and any applicable local law. Contractor acknowledges that in entering into this agreement, the United States Mint has specifically relied upon the warranties and representations contained herein. All warranties and representations of Contractor, both express and implied, shall constitute conditions of sale and shall survive inspection, testing, acceptance, payment and use.

c) For goods delivered under this contract, Contractor warrants clear title to all goods and, upon delivery, acceptance and payment by the United States Mint, title shall pass to the United States Mint free and clear of all liens, claims, debts and rights of any third party. Contractor warrants and represents the goods are new, genuine and are not falsely labeled. This paragraph c) does not apply to the delivery of products or parts of products made from United States Mint-furnished material for which the United States Mint retains title.

d) The United States Mint shall give the Contractor notice of any defects or breach of any warranty or representation. At the United States Mints option the United States Mint may 1) have the Contractor correct any defects in the goods and/or services at no cost 2) correct or replace the defective goods or services with similar goods and/or services and charge the Contractor the cost of repair or replacement or 3) make an equitable adjustment to the contract

price. Any goods or services corrected by the Contractor shall be subject to this clause to the same extent as goods/services initially provided or performed. In addition, the Contractor shall be liable for any and all other foreseeable consequential damages, including but not limited to, damages for injuries caused by defective goods or services.

SECTION J - LIST OF ATTACHMENTS

Attachment 1	United States Mint-Wide Policy Memorandum, DIR-24
Attachment 2	Attachment to United States Mint-Wide Policy Memo DIR-24
Attachment G-1	United States Mint Contractor Travel Voucher
Attachment G-2	United States Mint Form 7510/7511
Attachment H-1	United States Mint Non-Disclosure Agreements

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGEMENTS

K.1 REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS (NOV 2000) **CLAUSE # K-068**

The Contractor represents the following:

K.1 It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, or ☐ a joint venture.

K.2 It ☐ is, ☐ is not a small business concern (i.e., a concern, including its affiliates, that is qualified as a small business under the size standards in this solicitation). The North American Industrial Classification (NAICS) Code is 541612. The small business size standard is ___ employees or average annual gross revenues of \$7,000,000.00 or less for the preceding three fiscal years.

K.3 It ☐ is, ☐ is not a small disadvantaged business concern.

K.4 It ☐ is, ☐ is not a women-owned small business concern.

K.5 It ☐ is, ☐ is not a veteran-owned small business concern.

K.6 Its principal place (address) of business is: _____

K.7 DUNS NO. _____ (If the DUNS number is not known or has not been obtained, call Dun and Bradstreet at 1-800-333-0505.)

K.8 ☐ Taxpayer Identification Number (TIN):

☐ TIN not available/required. State basis

☐ Name and TIN of common parent:

Name

TIN

K.9 It and/or any of its Principals -

☐ are, ☐ are not presently debarred, suspended, or proposed for debarment for the award of contracts by any Federal agency;

☐ have, ☐ have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust or other criminal statutes; and

☐ are, ☐ are not indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the above offenses.

The Contractor ☐ has, ☐ has not, within a 3-year period preceding this offer, had any contract terminated for default by any Federal agency.

Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity.

This certification is a material representation upon which reliance is placed when making award. A certification that any of the items above exist shall not necessarily result in withholding of an award. If it is determined that the Contractor rendered an erroneous certification, in addition to other remedies, the United States Mint may terminate the contract for default.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. PROPOSAL DUE DATE (Feb 2000) – Clause L-070

Proposals are due in electronic format by 14:00 (2:00 PM) Eastern Time on November 23, 2009 to the following email address: PSB2@bpd.treas.gov.

L.2. AMENDMENTS TO SOLICITATIONS (Jan 1996) – Clause L-069

Offerors shall acknowledge receipt of any amendment to this solicitation: 1) by signing and returning the amendment in electronic format to the following e-mail address:

PSB2@bpd.treas.gov.

Amendment acknowledgement documentation shall be returned *as soon as possible after receipt* to the two email addresses listed above under Clause L-070. Amendment acknowledgement documentation must be received prior to submission of the offeror's final proposal.

L.3. PREPARATION OF PROPOSAL (Jan 1996) – Clause L-071 (VAR)

Your proposal must consist of four separate documents: Resume(s), Past Performance, Samples and Price and Supporting Data. If your proposal consists of multiple resumes, the below shall be submitted for each resume. The maximum number of pages for each document is also identified:

Resume:

- The information furnished shall contain sufficient written narrative demonstrating experience and expertise in performing the requirements as identified in Section C of the Solicitation.
- 3 Pages Maximum for each resume submitted.

Past Performance:

- As part of the proposal, the offeror shall provide the following information relative to the five most recent customers for whom similar supplies, services or equipment were provided:
 - (1) Contract Number;
 - (2) Contracting Agency's Name and Address;
 - (3) Contracting Officer's Name and Telephone;
 - (4) Total Amount of the Contract;
 - (5) Period of Performance;
 - (6) Brief Description of the Supplies, Services or Equipment; and
 - (7) Explanation of any problems or delays encountered.
- 10 Pages Maximum.

Samples:

- As part of the proposal, the offeror shall provide a sample of an Administrative Investigation report completed within the last 2 years. If necessary, the United States Mint will accept redacted reports.

Price and supporting documents:

- Return this solicitation document along with the following:

- Pricing shall be completed using Table 1 in section B.2. The offeror shall indicate the location they are submitting pricing for, by filling in the Unit Price that corresponds to that location. Offerors are encouraged to submit pricing for as many locations as they choose. Please keep in mind travel restrictions as stated section C.5.
- Your administrative contact person in section G.6.
- Section K in its entirety.
- A statement/cover letter accepting the terms and conditions of this solicitation and that the investigator shall comply with United States Mint Directive 24, Administrative Investigations, and a signed cover sheet.

Other Instructions:

- Utilize a .doc, .rtf, or .pdf format for your submittal.
- Do not submit promotional literature, it will not be evaluated or saved.
- Do not include references to public documents or web sites as part of your proposal. They will not be evaluated.
- Limit your e-mails to 4 Mb. If it is necessary, send multiple e-mails numbered accordingly.
- Type font shall at least be 12 point.
- Page margins shall be no less than one inch on each side.

Note that a proposal must be acceptable in order for the offeror to be eligible for award. The Government will not award a contract on the basis of an unacceptable proposal. A proposal is acceptable when it demonstrates the offeror's assent to the terms and conditions of the solicitation, including attachments. If a proposal takes exception to any of the terms and conditions of the solicitation, then the United States Mint may consider the proposal to be unacceptable. If a proposal is so clearly deficient that it cannot be corrected, then the United States Mint will consider the proposal to be unacceptable. Unacceptable proposals will not be considered for award.

L.4. RESTRICTION ON DISCLOSURE AND USE OF DATA (Jan 1996) – Clause L-072

Offerors are responsible for marking any data in their proposals that they do not want disclosed to the public for any purpose.

L.5. EXPLANATION TO PROSPECTIVE OFFERORS (Jan 1996) – Clause L-075

Questions regarding the requirements of this solicitation must be submitted in writing and must be received by the United States Mint no later than November 2, 2009. They should be e-mailed to: PSB2@bpd.treas.gov and must cite the applicable section, clause, paragraph number, and page of the solicitation that they address. Time constraints may preclude answering late submittals or questions.

L.6. CONTRACT AWARD (Jan 1996) – Clause L-076

The United States Mint may (a) reject any or all offers if such action is in the public interest, (b) accept other than the lowest offer, and (c) waive informalities and minor irregularities in offers received.

The United States Mint may award a contract or contracts on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the United States Mint may accept an offer, whether or not there are negotiations after its receipt, unless written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the United States Mint.

L.7. PREAWARD SURVEY (Jan 1996) – Clause L-077

Before award of contract, the United States Mint has the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the offeror, or to require other evidence of managerial, financial, technical, and other capabilities the positive establishment of which is determined by the United States Mint to be necessary for the successful performance of the contract.

L.8. TYPE OF CONTRACT (Jan 1996) – Clause L-078

The United States Mint anticipates awarding multiple IDIQ contracts.

End of SECTION L

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD (APR 2000) CLAUSE # M-079

The United States Mint is seeking offers that will provide the lowest-priced technically acceptable for the United States Mint. Factors that shall be considered include the following:

Resume:

Experience and expertise in administrative investigations and, in particular, a demonstrated substantial knowledge of the field and experience with:

- Conducting administrative investigations on Human Resource Issues of varying complexities such as performance, conduct, leave abuse, as well as EEO complaints as they relate to discrimination, workplace violence, sexual harassment.
- Ability to provide report within 20 days of completion of the investigation.
- Ability to conduct multiple administrative investigations concurrently, if necessary.
- Ability to complete the Administrative Investigation within the timeline requested.
- Ability to conduct concurrent administrative investigations when necessary.
- Training or Education related to conducting Administrative Investigation.
- Resume shall also list the number of investigations conducted in the past 2 years.

Past Performance:

- Validated references of administrative investigations conducted in the Federal workplace.

Samples

- Demonstrate thorough well documented and legally sufficient inquiries that show the gathering of evidence and report of findings based on the evidence as warranted by the gathered facts.

Price:

- Competitiveness of the Proposed Hourly Rate for the Investigator.
- Competitiveness of the Proposed per-mailing rate.
- Completeness of the Price and supporting Document submittal.

ATTACHMENT 1

UNITED STATES MINT-WIDE POLICY MEMORANDUM DIR-24

December 10, 2007

MEMORANDUM FOR ALL UNITED STATES MINT EMPLOYEES

FROM: Edmund C. Moy
Director
United States Mint
SUBJECT: Administrative Investigations

This memorandum establishes the policies and processes that the United States Mint will employ to conduct administrative investigations. It applies to all United States Mint programs, operations, and personnel. This policy memorandum supersedes and cancels Mint Directive 10A-6, Formal Administrative Investigations, dated February 2000.

Background

Administrative investigations will be used to conduct timely, thorough, well-documented, objective, and legally sufficient inquiries into matters involving serious allegations of misconduct or misfeasance, and will result in findings which are supported by relevant evidence and sufficient to take appropriate corrective actions.

Policy

An administrative investigation is a systematic process for determining facts and documenting evidence about noncriminal matters of significant interest to the United States Mint.

Administrative investigations are conducted to collect and analyze evidence to determine what actually happened and why it happened, so that individual and systemic deficiencies can be identified and effectively corrected. These investigations can be useful to look into not only personnel issues, such as allegations of misconduct, but also programmatic and operational issues. Administrative investigations serve a broad array of important policy and management needs at all levels of the United States Mint. The conduct of prompt, complete, objective, and fair administrative investigations is vital to the United States Mint. A properly conducted administrative investigation serves to protect the agency's interests, the interests of witnesses and, most importantly, the interests of any individual against whom an allegation has been made. Therefore, in every case in which the United States Mint conducts an administrative investigation, every official involved will observe all individual rights and obligations, as well as union rights and obligations that arise under directives, regulations, laws, and collective bargaining agreements.

The policies, procedures, and guidance specified and delineated in the attached *United States Mint Guide to Administrative Investigations* are incorporated by reference herein. All United States Mint employees will comply with the policies and procedures and will cooperate fully in the conduct of any administrative investigation.

An employee's willful failure to comply with the policies and procedures herein or willful failure to cooperate fully in the conduct of any administrative investigation may subject him or her to disciplinary action. However, this policy memorandum establishes no legal right for any party, and a failure to comply with the policies and procedures herein shall not be a basis for any claim, complaint, grievance, or cause of action against the agency or agency officials.

Responsibilities

The authorities and responsibilities of United States Mint officials with regard to administrative investigations are as specified in the attached *United States Mint Guide to Administrative Investigations*.

Some portions of the *United States Mint Guide to Administrative Investigations* specify mandatory processes and procedures (e.g., passages using verbs that express directives or imperatives, such as “shall,” “must,” “will”); adhering to these portions of the *United States Mint Guide to Administrative Investigations* is compulsory and generally considered necessary to ensure the integrity of the administrative investigation. Other portions of the *United States Mint Guide to Administrative Investigations* specify expectations or guidance on the conduct of investigations (e.g., passages using verbs expressing preferences or expectations, such as “should” or “may”); these portions of the *United States Mint Guide to Administrative Investigations* serve as guidance only.

This policy memorandum supersedes United States Mint-Wide Policy Memorandum DIR-24, dated November 28, 2006.

References

- 5 U.S.C. §§ 7106, 7503
- 31 C.F.R. §§ 0.102(b), 0.102(c), 0.106(c)

Document Review Date

November 2010

Attachment

ATTACHMENT 2

UNITED STATES MINT GUIDE TO ADMINISTRATIVE INVESTIGATIONS

ADMINISTRATIVE INVESTIGATIONS GENERALLY

1. Purpose. This guide is intended to assist officials of the United States Mint in determining the need for administrative investigations and, when determined necessary, to guide appointing and investigating officials on the conduct of such investigations. The goal in each case in which an administrative investigation is warranted is to conduct an objective, timely, thorough, well-documented, and legally sufficient inquiry into the matter.

2. Administrative Investigations. An administrative investigation is a formal, noncriminal inquiry into allegations of serious employee impropriety or employment-related events, incidents, or issues. A management inquiry, on the other hand, is a supervisor's routine inquiry into an allegation that, if founded, could result in minor disciplinary or corrective action, but ordinarily would not be considered serious or egregious misconduct. An administrative investigation should be conducted in situations in which more serious allegations have been raised, such as those that have been referred to the Inspector General and have been remanded to the agency for disposition, or those that, if founded, could result in an adverse action against an employee (e.g., suspensions over 14 days and removals). Allegations whose nature indicates that, if founded, ordinarily would not lead to an adverse action should be investigated using a management inquiry. An administrative investigation requires a formal appointment memorandum wherein the appointing official empowers an investigating official to compel statements from United States Mint employees.

a. An administrative investigation shall not be commenced if the subject matter of the allegation is required to be referred to the Treasury Inspector General under 31 C.F.R. § 0.107 (employees must report to the Treasury Inspector General any information indicating that an employee, former employee, contractor, subcontractor, or potential contractor engaged in criminal conduct, or that an employee or former employee violated the Executive Branch-wide Standards or the Treasury Supplemental Standards or Rules).

b. An administrative investigation shall not be commenced if it is known that the subject matter of the allegation is currently being investigated by the Treasury Inspector General or by Federal law enforcement authorities.

c. An administrative investigation shall be commenced when the allegation of serious employee impropriety or employment-related events, incidents, or issues involves unlawful discrimination or harassment, even if the victim or other complainant has filed an informal or formal equal employment opportunity complaint.

3. Appointing Officials. All United States Mint executives, Deputy Associate Directors, Assistant Directors, and Plant Managers are authorized appointing officials. Any United States Mint manager or supervisor who learns of an allegation of misconduct or misfeasance that could warrant an administrative investigation must ensure that the first appointing official in his or her chain of supervision is apprised of the matter. Appointing officials must determine whether to appoint an investigating official to look into the matter, to perform a management inquiry to review the matter, or to remand the matter to a subordinate supervisor to take appropriate action. In making such determinations, the appointing authority should consult with a human resources advisor and an attorney from the Office of Chief Counsel. If the appointing official

determines that an administrative investigation is necessary, he or she will request the designation of a human resources advisor and an attorney from the Office of Chief Counsel to serve as advisors to the investigating official and, with the assistance of these advisors, effect the appointment of the investigating official.

4. Appointment of Investigating Official. An appointing official will appoint an investigating official by written memorandum. The appointment memorandum should specify clearly the purpose and scope of the investigation and the nature of the findings required. The appointment memorandum may also contain specific guidance or other instructions from the appointing official.

5. Investigating Official. The investigating official ordinarily will be an employee in the grade of (or in a pay grade comparable to) GS-13, GS-14, GS-15, or executive. This individual may be a qualifying United States Mint employee or a qualifying Federal employee of another agency whose services are obtained through an individual arrangement or a blanket interagency agreement. To qualify as an investigating official, the appointing official must ensure that the candidate meets the following standards:

a. An investigating official who is a United States Mint employee ordinarily should be of the same or higher grade as the highest-grade agency official who is the subject of the allegations.

b. The investigating official must be a disinterested party having no real or apparent conflict of interest in looking into the matter and rendering findings.

c. The investigating official must have sufficient judgment, maturity, and technical knowledge to conduct a complete and effective investigation.

6. Duties of the Investigating Official. The primary duties of an investigating official are as follows:

a. To obtain and consider the evidence on all sides of an issue.

b. To be thorough and impartial.

c. To make findings warranted by the facts and comply with any additional instructions of the appointing official.

d. To report the findings to the appointing official.

7. Investigating Official Support and Assistance. The Office of Human Resources and Office of Chief Counsel will provide assistance to an investigating official at the beginning of, and at any time during, the investigation. Investigating officials should always seek human resources and legal advice as soon as possible after they are informed of this duty, and as often as needed while conducting the investigation. Early coordination with the legal advisor in particular will allow problems to be resolved before they are identified in the final legal review. The human resources and legal advisors can assist an investigating official in framing the issues, identifying the information required, planning the investigation, and interpreting and analyzing the information obtained. The human resources and legal advisors' roles, however, are to provide advice and assistance; they should not be operationally engaged in the conduct of the investigation.

8. Administrative Matters. As soon as the investigating official receives an appointment memorandum, he or she should begin a chronology showing the date, time, and a short description of everything done in connection with the investigation. Investigating officials should also record the reason for any unusual delays in their investigations, such as the absence of witnesses because of temporary duty, leave, or other reasons. The chronology should be part of the final report of investigation.

CONDUCTING THE INVESTIGATION

9. Developing an Investigative Plan.

a. The investigating official's primary duty is to gather evidence and make findings of fact to the appointing official. Before obtaining information, however, the investigating official should develop an investigative plan that consists of (1) an understanding of the facts required to support a conclusion, and (2) a strategy for obtaining evidence. This should include a list of potential witnesses and a plan for when each witness will be interviewed. The order in which witnesses are interviewed may be important. As the investigation proceeds, it may be necessary to review and modify the investigative plan.

b. The investigating official should begin the investigation by identifying the information already available, preparing a chronology of the actions and conditions that led to the misconduct or misfeasance under investigation, and determining the additional information that will be required before findings may be made to the appointing official. In particular, the investigating official should gain an understanding of the established laws, standards, rules, or procedures that govern the circumstances under investigation. The human resources and legal advisors can assist the investigating official in determining the information that will be required.

10. Obtaining Documentary and Physical Evidence.

a. The investigating official may need to collect documentary and physical evidence, such as applicable policies or directives, existing witness statements, reports, and photographs. Obtaining this information at the beginning of the investigation can save valuable time and effort. The investigating official should, if possible and appropriate, personally inspect the location of the events being investigated and take photographs, if they could be helpful to reviewers or to proposing and deciding officials.

b. The report of investigation must include sufficient documentation to convince the appointing authority and others that may review the investigation that the evidence supports the finding. The requirement for sufficient evidence applies equally, regardless of whether the investigating official ultimately determines that the allegations are founded, or that no fault, loss, or wrongdoing occurred.

11. Obtaining Witness Testimony.

a. In most cases, witness testimony will be required for a complete investigation. The best interviews occur face-to-face. However, if necessary, interviews may be conducted by telephone. Information obtained telephonically should be documented in a memorandum for record.

b. Witness statements should be reduced to writing and signed by the witness. Legible handwritten statements, or questions and answers, are ordinarily sufficient. If the witness testimony involves technical terms that are not generally known outside the witness's field of expertise, the witness should be asked to define the terms the first time they are used.

c. An investigating official has the authority to compel a statement from a United States Mint employee, but does not have the authority to subpoena witnesses from outside of the agency.

d. Questioning or soliciting statements from employees who are members of the bargaining unit raises special considerations.

(1) When interviewing or soliciting a statement from a member of a bargaining unit who is also the subject of the investigation, the interviewing official first must inform the employee of the right to union representation and the nature of the allegations. If the employee requests union representation, the investigating official does not question or solicit a statement from him or her until he or she has had a reasonable opportunity to obtain such representation and a union representative is present.

(2) When interviewing or soliciting a statement from a member of a bargaining unit as a third-party witness, and the employee reasonably believes disciplinary action may be taken against him or her, then the employee is entitled to have a union representative present if he or she so requests. If an employee declines to be interviewed or interrupts an interview because he or she requests union representation for this reason, the investigating official simply reschedules the interview for a reasonable time that will allow the employee to arrange for union representation.

(3) When interviewing or soliciting a statement from a member of a bargaining unit as a third-party witness, and the employee is not reasonably likely to be the subject of disciplinary action as a result of the actions or conditions under investigation, then the investigating official must notify an official representative of the union to afford the union the opportunity to be present at the interview.

12. Scheduling Witness Interviews. The investigating official will need to determine which witnesses should be interviewed and in what order. Often, information provided by one witness can raise issues that should be discussed with another.

a. When planning whom to interview, the investigating official identifies the people who are likely to provide the best information. When conducting the interviews, the investigating official starts with witnesses that will provide all relevant background information and frame the issues. This will allow the interviews of key witnesses to be as complete as possible.

b. Concentrate on those witnesses who would have the most direct knowledge about the events in question. Without unnecessarily disclosing the evidence obtained, attempt to seek information that would support or refute information already obtained from others. In closing an interview, it is appropriate to ask if the witness knows of any other persons who might have useful information or any other information the witness believes may be relevant to the inquiry.

c. Any information that is relevant should be collected, regardless of the source; however, investigating officials should collect the best information available from the most direct source.

d. It may be necessary or advisable to interview experts having specialized understanding of the subject matter of the investigation.

13. Conducting Witness Interviews.

a. Prepare for the interview. While there is no need to develop scripts for the witness interviews, investigating officials should review the information required and prepare a list of questions or key issues to be covered. This can prevent the investigating official from missing issues and will maximize the use of the investigating official's and witnesses' time. Generally, it is helpful to begin with open-ended questions such as "Can you tell me what happened?" After a general outline of events is developed, follow up with narrow, probing questions, such as "Did you see X leave the scene of the incident before or after Y?" Weaknesses or inconsistencies in testimony can generally be better explored once the general sequence of events has been provided.

b. Ensure the witness's privacy. Investigating officials should conduct the interview in a place that will be free from interruptions and will permit the witness to speak candidly without fear of being overheard. Witnesses should not be subjected to improper questions, unnecessarily harsh and insulting treatment, or unnecessary inquiry into private affairs. Each witness will be given the Privacy Act statement (see annex) to execute and, upon request, will be furnished a copy of the signed form.

c. Focus on relevant information. The investigating official ordinarily should begin the interview by telling the witness about the subject matter of the investigation. Generally, any evidence that is relevant and useful to the investigation is permissible. The investigating official should not permit the witness to get off track on other issues. Information should be material and relevant to the matter being investigated. Relevancy depends on the circumstances in each case. Compare the following examples:

Example 1: In an investigation of a loss of United States Mint property, the witness's opinions concerning the subject's personal demeanor normally would not be relevant.

Example 2: In an investigation of alleged sexual harassment, information on the subject's personal demeanor might be relevant.

d. Let the witness testify in his or her own words. Investigating officials must avoid coaching the witness or suggesting the existence or non-existence of material facts. After the testimony is completed, the investigating official should assist the witness in preparing a written statement that includes all relevant information, and presents the testimony in a clear and logical fashion. Written testimony also should reflect the witness's own words and be natural. Stilted "police blotter" language is not helpful and detracts from the substance of the testimony. A tape recorder may be used, but the witness must be advised of, and consent to, its use. Additionally, the tape should be safeguarded, even after the investigation is completed.

e. Protect the interview process. In most cases, an investigating official should direct witnesses not to discuss their statements or testimony with other witnesses or with persons who have no official interest in the proceedings until the investigation is complete. This precaution is recommended to eliminate possible influence on testimony of witnesses still to be heard.

Witnesses who are members of the bargaining unit, however, are not precluded from discussing matters with union representatives.

f. Preserve the integrity of the record. Do *not* accept “off-the-record” statements. All witness information must be relevant and material to the matter or matters under investigation.

14. Standard of Proof. Because an administrative investigation is not a criminal proceeding, there is no requirement that facts and findings be proven beyond a reasonable doubt. Instead, findings must be supported by the “preponderance of the evidence” standard. This means that the investigating official’s conclusions must merely be supported by a greater weight of evidence than that which supports a contrary conclusion. Put another way, an investigating official should base his or her findings on evidence, which, after considering all evidence presented, points to a particular conclusion as being more likely than any other conclusion.

CONCLUDING THE INVESTIGATION

15. Preparing Findings. After the investigating official has completed his or her collection of evidence, he or she must review it, consider it, and make findings. The investigating official should consider the evidence thoroughly and impartially, and make findings of fact that are supported by the facts and comply with the instructions of the appointing official.

a. Facts. To the extent possible, the investigating official should fix dates, places, persons, and events definitively and accurately. The investigating official should be able to answer questions such as the following: What occurred? When did it occur? Where did it occur? How did it occur? Who was involved, and to what extent?

b. Findings. A finding is a clear and concise statement that can be deduced from the evidence in the record. In developing findings, investigating officials must rely on the facts and any reasonable inferences that may be drawn from those facts. In stating findings, investigating officials should refer to the exhibit or exhibits relied upon in making each finding. Findings (including findings of no fault, loss, or wrongdoing) must be supported by the documented evidence that will become part of the report. Exhibits—such as witness statements, copies of policies, photographs, or other documents—should be numbered for easy identification and reference.

16. Preparing the Report of Investigation. After developing the findings, the investigating official should complete and assemble the report of investigation in the following order:

a. Written report, including narrative, chronology of the actions and conditions that led to the misconduct or misfeasance under investigation, and findings.

b. Copy of appointment memorandum.

c. Chronology of the investigating official’s activities.

d. Exhibits.

17. Legal Review. Before submitting the final report of investigation to the appointing official, the investigating official will submit the report to the legal advisor for legal review. Generally, the legal review will determine the following:

a. Whether the investigation complies with requirements in the appointing order and other legal requirements.

b. The effects of any errors in the investigation.

c. Whether the findings (including findings of no fault, loss, or wrongdoing) are supported by sufficient evidence.

18. Submission to Appointing Authority and Appointing Authority Action. Upon completion of the legal review and the incorporation of any final changes, the investigating official will submit his or her final report to the appointing official. The appointing official may take appropriate action consistent with some or all of the findings, or may take other action not inconsistent with these findings if supported by a preponderance of the evidence. Such actions include taking disciplinary action, proposing adverse action to a deciding official, or forwarding to another manager or supervisor to take appropriate action. The appointing official will consult with a human resources advisor and an attorney from the Office of Chief Counsel prior to taking any action. The appointing official may also remand the investigation to the investigating official, or appoint another investigating official, to perform additional investigation.

Annex: Privacy Act Statement

PRIVACY ACT STATEMENT

1. PURPOSE: Your statement or responses to questions that may involve the collection of personal information is necessary to conduct an administrative investigation of a matter involving United States Mint operations or programs, or involving the behavior of its employees.

2. PRINCIPAL PURPOSE: The purpose for soliciting this information is to ascertain sufficient factual information on which to make findings to assist the appointing official in determining the appropriate disposition of this matter.

3. ROUTINE USES:

a. Any information you provide may be filed in a system of records under your name or other personal identifier and used for any lawful and official purpose.

b. Any information you provide may be disclosed to employees of the Department of the Treasury who have an official need for this information in the performance of their duties. In addition, the information may be disclosed to government agencies outside of the Department of the Treasury as follows:

(1) To officials of the Department of Justice when necessary in the defense of litigation against the Department of the Treasury, the United States Mint, or their employees for actions taken in their official capacity.

(2) To members of the Department of Justice when necessary for the further investigation of criminal misconduct.

4. DISCLOSURE: Providing the information is MANDATORY. Failure to provide information could result in disciplinary or other adverse action against you under Title 5, United States Code; Title 5, Code of Federal Regulations; or other directives promulgated by the Office of Personnel Management, the Department of the Treasury, or the United States Mint.

DATE: _____ SIGNATURE: _____

NAME: _____

TITLE: _____

**ATTACHMENT G-1
UNITED STATES MINT CONTRACTOR TRAVEL VOUCHER**

TRAVELER'S NAME _____ CONTRACT# _____

DATE OF DEPARTURE _____ DEPART FROM _____

DESTINATION _____ DATE TRAVEL COMPLETED _____

LODGING COST PER NIGHT _____ M&IE RATE*

_____ *The M&IE Rate is limited to 3/4 of the amount for the first and last days of travel.

TRANSPORTATION COSTS (Mode: airfare, train, automobile, taxi, subway, limousine, etc.)

DATE	FROM	TO	MODE	COST
_____	_____	_____	_____	\$ _____
\$ _____	_____	_____	_____	_____
\$ _____	_____	_____	_____	_____
\$ _____	_____	_____	_____	_____
\$ _____	_____	_____	_____	_____
\$ _____	_____	_____	_____	_____
\$ _____	_____	_____	_____	_____
\$ _____	_____	_____	_____	_____
\$ _____	_____	_____	_____	_____
\$ _____	_____	_____	_____	_____

A. TOTAL TRANSPORTATION COST: \$ _____

MISCELLANEOUS COSTS (car rental, parking, business communications, i.e., phone, fax, etc)

DATE	DESCRIPTION	COST
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

B. TOTAL MISCELLANEOUS COST: \$ _____

C. TOTAL LODGING COST: \$ _____

D. TOTAL M&IE COST: \$ _____

TOTAL COST OF TRAVEL (A,B,C&D): \$ _____

TRAVELER'S SIGNATURE _____ DATE _____

(Receipts required for hotel, transportation (air & rail) & miscellaneous costs over \$75. If additional space is needed, mark an "X" on this line___and writes on the back of this sheet).

ATTACHMENT G-2
CONTRACTOR'S RELEASE AND ASSIGNMENTS (Form 7510/7511)

Contract Number:

Contractor:

Pursuant to the terms of the above-captioned contract, the Contractor, upon final payment, releases and discharges the United States Government, its officers, agents, and employees, of and from all **known** liabilities, claims, and demands associated with or arising under the contract, except the following specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by the contractor, as follows: (if none, state N/A)

Further, the Contractor:

agrees to assign, transfer, and release to the United States Mint all right, title, and interest to any and all refunds, rebates, credits, or other amounts (including any interest thereon) arising out of the performance of the contract, together with all the rights of action, accrued, or which may thereafter accrue thereunder, and

agrees to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the United States Mint, checks for any proceeds so collected, and,

agrees to cooperate fully with the Government as to any claim or suit in connection with any refunds, rebates, credits or other amounts due (including any interest thereon), and agrees to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this Release and Assignments has been executed this
____ day of _____, 20____

Name of Contractor _____
WITNESS _____

by: _____

(Signature)

Title: _____

ATTACHMENT H-1
Non-disclosure Agreement for Contract Employees
Conditional Access to Sensitive but Unclassified Information

CONTRACT NUMBER: _____

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in this Agreement, sensitive but unclassified information is any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. § 552a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access upon my execution of this Agreement for the sole purpose of **(identify the nature of contract work or special project)**. This approval will permit me conditional access to certain information, **(identify type(s) of information, e.g., documents, memoranda, reports, testimony, deliberations, maps, drawings, schematics, plans, assessments, etc.)** and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the United States Mint has predetermined, at its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the United States Mint by other agencies of the United States Government.
4. I will never divulge any sensitive but unclassified information which is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the United States Mint that the individual is authorized to receive it. Should I desire to make use of any sensitive but unclassified information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to the United States Mint for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on this contract in order for the United States Mint to ensure that no sensitive but unclassified information is disclosed.
5. I hereby assign to the United States Government all royalties, remuneration, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the United States Mint, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances which will maintain the security protection of such material. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will

remain at the United States Mint to be placed in secure storage unless it is determined by United States Mint officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to me, United States Mint officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain sealed in secure storage at the United States Mint.

**Non-disclosure Agreement for Contract Employees
Conditional Access to Sensitive but Unclassified Information, Cont'd.**

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the United States Mint.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive but unclassified information. This may serve as a basis for denying me conditional access to United States Mint information, both classified and sensitive but unclassified in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed therein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the United States Mint from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on this contract, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C 421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name

Date

This Agreement was accepted by the undersigned on behalf of the United States Mint as a prior condition of conditional access to sensitive but unclassified information.

United States Mint
Contracting Officer or COTR

Date

**Non-Disclosure Agreement for Contractors and Subcontractors
United States Mint Mailing List**

CONTRACT NUMBER: _____

Prime Contractor:
(Name and address)

Subcontractor #1:
(Name and address)

Subcontractor #2:
(Name and address)

Subcontractor #3:
(Name and address)

Whereas the Privacy Act, 5 USC 552a(l) and (m), provides for civil and criminal liability for government contractors and their employees for the unauthorized disclosure of any United States Mint mailing list provided to the contractor or subcontractor; and

Whereas the Government and the Contractor desire to protect the confidentiality of the United States Mint's mailing list and the information it contains;

Therefore, the parties hereby agree to the following:

1. For the purposes of this agreement, the term Proprietary Information shall mean the Government's lists and identities of collectors provided to the contractor and subcontractor and any other information deemed Proprietary or Confidential by the Government.
2. The contractor and subcontractor will use the Proprietary Information solely for the purpose of **(describe purpose of contract)**. Contractor and subcontractor will disclose the Proprietary Information only to its employees who have a need to know such information. Such persons will be informed and directed by the contractor and/or subcontractor or have written agreements with the contractor and/or subcontractor to treat the Proprietary Information consistent with the terms of this Agreement. Contractor and Subcontractor shall take reasonable precautions to secure any Proprietary Information and agree to follow Government requirements regarding security procedures and clearances. The proprietary information shall forever remain confidential. Disclosure of Proprietary Information to any third party may only be made after written authorization from the Government and the written agreement of the third party to the terms of this Agreement.
3. The contractor and subcontractor shall promptly return to the Government all records of Proprietary Information and certify to the Government that the contractor and subcontractor has returned all materials received from the Government which contain

**Non-Disclosure Agreement for Contractors and Subcontractors
United States Mint Mailing List Cont'd.**

Proprietary Information, including extracts and other materials derived from it and permanently delete or destroy any electronic copies of it including any copies thereof made by the contractor or subcontractor within 30 days of the end of the contract.

4. Neither the holding of discussions between the Government and the contractor or subcontractor, nor the furnishing or processing of Proprietary Information grants any interest in the Proprietary Information. This Agreement is only for the benefit of the parties hereto, and it is not intended to create any rights in any third party. Neither this Agreement nor the rights or obligations of either party hereto arising from this Agreement may be assigned or delegated, by operation of law or otherwise, without the prior consent of the other party.
5. This Agreement shall be effective upon acceptance by the Government and embodies the entire understanding and agreement between the contractor and subcontractor and the Government with respect to the protection and use of Proprietary Information furnished hereunder. No rights or obligations, including third party rights, other than those expressly recited herein are to be implied from the terms hereof. No change, modification, alteration, or addition to any provision of this Agreement shall be binding unless contained in writing signed by an authorized representative of both parties. The parties shall have all rights and remedies to enforce this Agreement as provided under Federal Law.
6. The parties to this Agreement shall each bear the costs of performing, enforcing, and observing their obligations under this Agreement without charge to the other party.

FOR AND ON BEHALF OF THE GOVERNMENT

(Name):
Contracting Officer's Technical Representative
United States Mint

Date

FOR AND ON BEHALF OF CONTRACTOR

(Name):
(Title):
(Company name):

Date

FOR AND ON BEHALF OF SUBCONTRACTOR #1

(Name):
(Title):
(Company name):

Date

FOR AND ON BEHALF OF SUBCONTRACTOR #2

(Name):
(Title):
(Company name):

Date